

**CITY & COUNTY OF SAN FRANCISCO  
CONTRACT MONITORING DIVISION**



**CMD ATTACHMENT 5**

**For Contracts Advertised on or after July 1, 2013**

***Requirements for Micro-LBE Set-Aside  
Architecture, Engineering, Professional Services Contracts***

**CONTRACTS \$100,000 AND LESS**

**&**

***General Services Contracts***

**CONTRACTS \$400,000 AND LESS**

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**PART I. GENERAL**

**1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B**

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Contract Monitoring Division ("CMD").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the CMD website at <http://www.sfgov.org/cmd>.
- C. Micro-LBE Set-Aside Program  
Under Section 14B.7(K)(2) of the Ordinance, the City may set-aside for competitive award to Micro-LBEs: (1) Architecture, Engineering, and Professional contracts estimated by the Contract Awarding Authority to be \$100,000 or less; and (2) General Services contracts estimated by the Contract Awarding Authority to be \$400,000 or less.

The competitive award requirements of the Municipal Code shall otherwise apply to contracts for the set-aside program, except that if (a) fewer than two Micro-LBEs submit bids, or (b) the contract awarding authority determines that the contract would not be awarded at a fair market price, then the Contract Awarding Authority may reject all bids and remove the contract from the set-aside program.

**IMPORTANT NOTICE:**

For contracts advertised on or after July 1, 2013, contractors and all participating subcontractors are required to use the LBE Utilization Tracking System (LBEUTS) to submit 14B prime and subcontractor payment information, including monthly progress payment invoices. The LBEUTS system replaces CMD Forms 7 & 9. These forms are included herein for informational purposes only.

*For assistance with CMD Attachment5, please contact the following number(s):*

*CMD Main Office (415) 581-2310 or LBE Certification Unit (415) 581-2319*

*For compliance and assistance with the Equal Benefits Program, please contact the CMD Main Office.*



Contracts that are set-aside for award to Micro-LBEs shall not be subject to the LBE subcontracting goal under Section 14B.8. Micro-LBEs that subcontract any portion of a set-aside contract should subcontract to businesses certified as Micro-LBEs to the maximum extent possible. Micro-LBEs that subcontract any portion of a set-aside contract must serve a commercially useful function based on the contract's scope of work.

The Micro-LBE Prime must perform at least 25% of the contract work. Additionally, there should be no modifications to increase the contract amount unless there is an unforeseen situation—any such modification must have prior CMD approval.

## **1.02 MICRO SET-ASIDE CONTRACT ELIGIBILITY**

To be eligible for a micro set-aside contract the bidder must be a CMD Certified Micro-LBE in a certification category that corresponds with the scope of work called out by the Contract Awarding Authority. A bidder that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing a CMD denial or revocation at the date and time the bid is due is not a Micro-LBE and is not eligible to bid on the contract even if the firm is later certified or ultimately prevails in its appeal.

## **1.03 CMD FORM SUBMITTAL, LBE UTILIZATION TRACKING SYSTEM AND CONTRACT PERFORMANCE FORMS:**

- A. Unless otherwise authorized by CMD, the prime proposer must submit the following CMD forms in a separate sealed envelope marked "CMD Forms" with the proposal. Failure to complete or submit any of the forms may cause the proposer to be deemed non-responsive and ineligible for contract award.

Review the specific instructions and requirements on each CMD form.

1. **FORM 2A: CMD Contract Participation Form:** Identify the Prime and all Subconsultants. The Micro-LBE Prime must perform at least 25% of the contract work or the proposal will be deemed non-responsive. Micro-LBE Prime must specify the percentage and portion of work to be self-performed.
2. **FORM 3: CMD Compliance Affidavit:** Must be signed by Proposer under penalty of perjury.
3. **FORM 5: CMD Employment Form:** List the key personnel designated to work on this project for the entire project team (prime proposers, joint venture partners, subconsultants, and vendors).
4. **CMD 12B-101 Form:** Submit only if the Prime Consultant is not already in compliance with Equal Benefits Requirements. This form is available on the CMD website at <http://www.sfgov.org/cmd>.
5. **FORM 7: CMD Progress Payment Form:** Contractor shall submit online using the LBEUTS with each payment request. Failure to upload this information with each payment request may delay progress payment processing. Upload copies of invoices from all subcontractors.
6. **FORM 9: CMD Payment Affidavit:** Submit online using the LBEUTS within ten (10) business days following receipt of each progress payment from the Contract Awarding Authority. Subcontractors are then required to acknowledge payment from Contractor online using the LBEUTS. Failure to submit required information may lead to partial withholding of progress payment, even if there is no subcontractor payments for the reporting period.



7. **FORM 8: CMD Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be** completed for each LBE subconsultant and vendor (including lower-tier subconsultants & vendors).
8. **FORM 10: CMD Contract Modification Form:** No modification without prior CMD approval.

#### **1.04 NON COMPLIANCE AND SANCTIONS**

##### **A. Non-Compliance with Chapter 14B**

1. A complaint of non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing Rules and Regulations.
  - a. If the CMD Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B Ordinance, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, the CMD Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
  - b. If the non-compliance is not resolved through conference and conciliation, the CMD Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
  - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on bad faith noncompliance with the requirements of the Chapter 14B, CMD Rules and Regulations, or contract provisions pertaining to LBE participation.
2. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, CMD Rules and Regulations, or contract provisions pertaining to LBE participation, which may include:
  - a. suspend a contract;
  - b. withhold funds;
  - c. assess penalties;
  - d. debarment;
  - e. revoke CMD certification; or
  - f. pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by CMD.
3. The Director's determination of bad faith non-compliance is subject to appeal to the City Administrator pursuant to CMD Rules and Regulations.
4. An appeal by a consultant to the City Administrator shall not stay the Director's findings.
5. The CMD Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments,



divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

**B. Procedure for the collection of penalties is as follows:**

1. The CMD Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the consultant that a determination of bad faith non-compliance has been made and that all payments due the consultant shall be withheld.
2. The CMD Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

**PART II. RATING BONUS**

**2.01 The Rating Bonus does not apply.**

**PART III. LBE SUBCONSULTANT PARTICIPATION**

**3.01 The LBE subconsulting goal does not apply.**

**3.02 Substitution, removal, or contract modification of LBE:** No listed subconsultants listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior CMD approval. In addition, any new subconsultants must have CMD's prior approval.

**PART IV. NON-DISCRIMINATION REQUIREMENTS**

**4.01 GENERAL**

As a condition of contract award, consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

**4.02 NONDISCRIMINATION PROVISIONS**

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

**C. Non-Compliance with Chapter 12B Prior to Contract Award**



The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

**D. Complaints of Discrimination after Contract Award**

1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
2. A finding of discrimination may result in imposition of appropriate sanctions, including:
  - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
  - b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
  - c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.



**FORM 2A: CMD CONTRACT PARTICIPATION FORM**

**Section 1:** This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. The Micro-LBE Prime must perform at least 25% of the work.

Contract:			
Firm:			
Contact Person:			
Address:		<input type="checkbox"/> Check if you are a Certified Micro-LBE <input type="checkbox"/> Minority-owned = MBE <input type="checkbox"/> Woman- owned = WBE <input type="checkbox"/> Other Business-owned = OBE	
City/ZIP			
Phone			

\*Type: Identify if Prime (P), Subconsultant (S), or Vendor (V)

TYPE *	Prime, Subconsultant, Vendor	PORTION OF WORK (describe scope(s) of work)	INDICATE MICRO-LBE OR SMALL LBE	**If an LBE Identify MBE, WBE, or OBE	% OF WORK
					%
					%
					%
					%
					%
					%
					%
Total Contract Amount					100%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_ Title: \_\_\_\_\_

\*\*MBE=Minority Business Enterprise, WBE=Women Business Enterprise, OBE=Other Business Enterprise. See LBE Directory on CMD website <http://sfgov.org/cmd> for each firm's status.



**Section 2. Prime Proposer, Subconsultant, and Vendor Information**

Provide information for each firm listed in Section 1 of this form. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



**FORM 3: CMD COMPLIANCE AFFIDAVIT**

1. I will ensure that my firm complies fully with the provisions of Chapter 14B and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: \_\_\_\_\_

Owner/Authorized Representative (Print) \_\_\_\_\_

Name of Firm (Print) \_\_\_\_\_

Title and Position \_\_\_\_\_

Address, City, ZIP \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Date: \_\_\_\_\_





**FORM 5: CMD EMPLOYMENT FORM**

This form is submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposers, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Prime must sign below including each joint venture partner.

---

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date



**FORM 7: CMD PROGRESS PAYMENT FORM**

FOR REFERENCE ONLY. To be submitted electronically using the LBEUTS. FOR INFORMATION VISIT  
WWW.SFGOV.ORG/LBEUTS

**TRANSMITTAL**

TO: Project Manager/Designee  
Firm: \_\_\_\_\_

COPY TO: CMD Contract Compliance Officer  
Date: \_\_\_\_\_

**SECTION 1. Fill in all the blanks**

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_ Progress Payment No: \_\_\_\_\_

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount:	\$ _____
2. Amount of Amendments and Modifications to Date:	\$ _____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$ _____
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$ _____
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$ _____
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$ _____
7. All Previous Gross Amounts Invoiced:	\$ _____
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$ _____
9. Percent Completed (Line 8 ÷ Line 3):	_____ %

Consultant, including each joint venture partner, must sign this form.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)  
\_\_\_\_\_  
Name (Print)  
\_\_\_\_\_  
Title (Print)  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Owner/Authorized Representative (Signature)  
\_\_\_\_\_  
Name (Print)  
\_\_\_\_\_  
Title (Print)  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_  
Date



**SECTION 2.** For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2<sup>nd</sup> and 3<sup>rd</sup> tier subconsultants. Make copies if more space is needed. Prime Consultant must retain copies of all the prime and subconsultant invoices supporting the information tabulated for this progress payment. CMD reserves the right to request and review this information up to three (3) years following project completion and, upon request, Prime Consultant shall submit the requested information to CMD within 10 business days.

Notes: 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and

2) Failure to submit all required information may lead to partial withholding of progress or final payment.

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							%
Reimbursable Expenses							%
CONTRACT TOTALS							%



**FORM 9: CMD PAYMENT AFFIDAVIT**

For reference only. To be submitted electronically using the LBEUTS. For more information visit [www.sfgov.org/LBEUTS](http://www.sfgov.org/LBEUTS).

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and CMD within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee

COPY TO: CMD Contract Compliance Officer

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contract Awarding Department: \_\_\_\_\_

Progress Payment No.: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Warrant/Check No.: \_\_\_\_\_

☐ Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (Print)

Title

Name (Print)

Title

Firm Name

Firm Name

Telephone

Date

Telephone

Date



**FORM 8: CMD EXIT REPORT AND AFFIVADIT**

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). All LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

**TRANSMITTAL**

TO: Project Manger/Designee COPY: CMD Contract Compliance Officer  
FROM (Consultant): \_\_\_\_\_ Date Transmitted: \_\_\_\_\_

**SECTION 1. Please check this box if there are no LBE subconsultants for this contract: ☐**

Reporting Date: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Name of LBE: \_\_\_\_\_ Portion of Work (Trade): \_\_\_\_\_  
Original LBE Contract Amount: \$ \_\_\_\_\_  
Change Orders, Amendments, Modifications \$ \_\_\_\_\_  
Final LBE Contract Amount: \$ \_\_\_\_\_  
Amount of Progress Payments Paid to Date: \$ \_\_\_\_\_  
Amount Owing including all Change Orders, Amendments and Modifications \$ \_\_\_\_\_

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

**SECTION 2. Please check one:**

☐ I did NOT subcontract out ANY portion of our work to another subcontractor.

☐ I DID subcontract out our work to:

Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_  
Name of Firm: \_\_\_\_\_ Amount Subcontracted: \$ \_\_\_\_\_

**SECTION 3.**

To be signed by the LBE Subconsultant or vendor:

☐ I agree ☐ I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



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SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

---

Owner/Authorized Representative (Signature)

---

Name and Title (Print)

---

Firm Name

---

Telephone

Date



**FORM 10: CMD CONTRACT MODIFICATION FORM**

Contractor must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders.

Name of Project/Contract Title: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Contract Amount as Modified to Date: \_\_\_\_\_

Amount of Current Modification Request: \_\_\_\_\_

**REQUIRED ATTACHMENTS:**

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements, and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

\_\_\_\_\_  
Owner/Authorized Representative (Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date